

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		02/02/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Aclara Technologies LLC
Street Address:	77 Westport Plaza
Internal Address:	Suite 500
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63146
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3706074	ACLARA
Registration Number:	4909924	ACLARA ACE
Serial Number:	87031659	ACLARA
Registration Number:	3706076	ACLARA SOFTWARE
Registration Number:	3706075	ACLARA SOFTWARE
Registration Number:	3706073	ACLARA
Registration Number:	3084763	BILL PRISM
Registration Number:	3709494	CAPTURING DATA. LIBERATING KNOWLEDGE.
Registration Number:	3706109	CAPTURING DATA. LIBERATING KNOWLEDGE.
Registration Number:	2444369	ENERGY VISION
Registration Number:	2604654	ENERGYGRAM
Registration Number:	2554300	ENERGYGUIDE
Registration Number:	2802130	ENERGYPRISM
Registration Number:	4639379	ETWACS
Registration Number:	4544048	IIDEAS
Registration Number:	4313263	INTELLIGENT COMFORT
Registration Number:	2340772	
Registration Number:	4661195	METRUM CELLULAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3277751	OPTIMUM
Registration Number:	3673468	PROASYS
Registration Number:	3513250	REVENUE VISION
Registration Number:	3706107	
Registration Number:	3706108	
Registration Number:	1845065	STAR
Serial Number:	86728487	SYNERGIZE
Registration Number:	2854413	TWACS
Registration Number:	1068463	TWACS
Registration Number:	3781492	UTILIWISE
Registration Number:	3084456	WIRE VISION
Registration Number:	3027379	XTENSIBLE SOLUTIONS
Serial Number:	75266056	POWER LEADER
Serial Number:	78297764	SITE GENIE
Registration Number:	3716228	PROFIELD
Registration Number:	4509411	PROFIELDLITE
Registration Number:	4555925	P
Registration Number:	4337999	SMART GRID SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/tedmulligan/
DATE SIGNED:	02/02/2018

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other: None

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 2, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other: Release of Security Interest

2. Name and address of receiving party(ies)

Yes
 No

Additional names, addresses, or citizenship attached?

Name: Aclara Technologies LLC

Street Address: 77 Westport Plaza, Suite 500

City: St. Louis

State: MO

Country: USA

Zip: 63146

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other: LLC Citizenship USA-OH

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

February 2, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Aclara Meters LLC, a Delaware Limited Liability Company
77 Westport Plaza, Suite 500
St. Louis, MO 63146
Citizenship – USA – DE

Smart Grid Solutions, LLC, a Delaware Limited Liability Company
77 Westport Plaza, Suite 500
St. Louis, MO 63146
Citizenship – USA – DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 2, 2018 (the “Effective Date”), is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of August 29, 2016, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of August 29, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 30, 2016 at Reel/Frame 5866/0857;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guarantee and Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its liens on and security interests in the right, title and interest in, to and under the Trademark Collateral, including (A) the trademark registrations and applications set forth Schedule I attached hereto, (B) all Goodwill associated with such trademarks and (C) all proceeds of any and all of the foregoing, in each case arising under the Guarantee and Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.


3. Termination. The Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Morgan Stanley Senior Funding, Inc.,
acting in its capacity as Collateral Agent for the
Lenders

By:  _____

Name: Lisa Hanson
Title: Vice President

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Morgan Stanley Senior Funding, Inc.,
acting in its capacity as Collateral Agent for the
Lenders

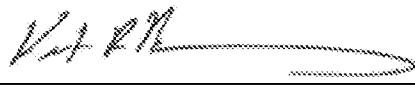
By: _____

Name:

Title:

GRANTORS:

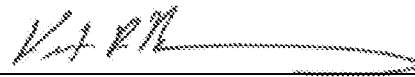
ACLARA TECHNOLOGIES LLC

By:  _____

Name: Kurt R. Bruenning

Title: Chief Financial Officer and Secretary

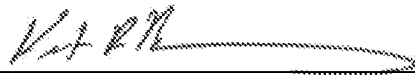
ACLARA METERS LLC

By:  _____

Name: Kurt R. Bruenning

Title: Chief Financial Officer and Secretary

SMART GRID SOLUTIONS LLC

By:  _____


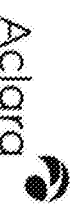
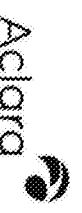
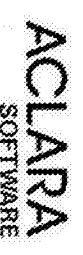
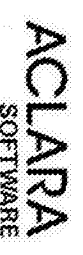


Name: Kurt R. Bruenning


Title: Chief Financial Officer and Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

(a) ACLARA TECHNOLOGIES LLC



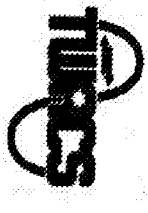
i. Trademarks

Country	Application #	File Date	Registration #	Registration Date	Mark With Image	Classes Combined	Status	Action Name	Current Due Date	Owner Name
UNITED STATES	77/388,838	2/5/2008	3,706,074	11/3/2009	ACLARA (Stylized) 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	86/511,497	1/22/2015	4,909,924	3/1/2016	ACLARA ACE 	35	REGISTERED	AFFIDAVIT OF USE	3/1/2022	Aclara Technologies LLC
UNITED STATES	87/031,659	5/10/2016			ACLARA and Design 	009	PENDING	CONVENTION ENDS	11/10/2016	Aclara Technologies LLC
UNITED STATES	77/388,845	2/5/2008	3,706,076	11/3/2009	ACLARA SOFTWARE (Stylized) 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	77/388,842	2/5/2008	3,706,075	11/3/2009	ACLARA SOFTWARE 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	77/388,834	2/5/2008	3,706,073	11/3/2009	ACLARA 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	78/521,384	11/22/2004	3,084,763	4/25/2006	BILL PRISM 	035	REGISTERED	RENEWAL	6/25/2016	Aclara Technologies LLC

UNITED STATES	77/398,427	2/15/2008	3,709,494	11/10/2009	CAPTURING DATA. LIBERATING KNOWLEDGE.	009	REGISTERED	RENEWAL	11/10/2019	Aclara Technologies LLC
UNITED STATES	77/398,424	2/15/2008	3,706,109	11/3/2009	CAPTURING DATA. LIBERATING KNOWLEDGE.	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	76/014,132	3/31/2000	2,444,369	4/17/2001	ENERGY VISION and Design 	009	REGISTERED	RENEWAL	4/17/2021	Aclara Technologies LLC
UNITED STATES	76/326,602	10/17/2001	2,604,654	8/6/2002	ENERGYGRAM	041	REGISTERED	RENEWAL	8/6/2022	Aclara Technologies LLC
CANADA	1145220	6/27/2002	TMA602,840	2/20/2004	ENERGYGRAM	016	REGISTERED	RENEWAL	2/20/2019	NEXUS ENERGY SOFTWARE, INC.

UNITED STATES	76/101,384	8/1/2000	2,554,300	3/26/2002	ENERGYGUIDE (Stylized)	035, 042	REGISTERED	RENEWAL	3/26/2022	Aclara Technologies LLC
UNITED STATES	76/491,574	2/21/2003	2,802,130	1/6/2004	ENERGYPRISM	009	REGISTERED	RENEWAL	1/6/2024	Aclara Technologies LLC
UNITED STATES	85/962,774	6/18/2013	4,639,379	11/18/2014	ETWACS	038, 042	REGISTERED	AFFIDAVIT OF USE	11/18/2020	Aclara Technologies LLC
UNITED STATES	85/663,199	6/27/2012	4,544,048	6/3/2014	IIDEAS	009	REGISTERED	AFFIDAVIT OF USE	6/3/2020	Aclara Technologies LLC
UNITED STATES	77/543,958	8/11/2008	4,313,263	4/2/2013	INTELLIGENT COMFORT	009	REGISTERED	AFFIDAVIT OF USE	4/2/2019	Aclara Technologies LLC
UNITED STATES	75/660,195	3/15/1999	2,340,772	4/11/2000	light bulb design (Billy Bulblite design)	035	REGISTERED	RENEWAL	4/11/2020	Aclara Technologies LLC
UNITED STATES	85/962,741	6/18/2013	4,661,195	12/23/2014	METRUM CELLULAR	038, 042	REGISTERED	AFFIDAVIT OF USE	12/23/2020	Aclara Technologies LLC
CANADA	1,309,241	7/14/2006	TMA834,656	10/19/2012	OPTIMUM	10	REGISTERED	RENEWAL	10/19/2027	Distribution Control Systems, Inc.



UNITED STATES	78/792,722	1/17/2006	3,277,751	8/7/2007	OPTIMUM	009	REGISTERED	RENEWAL	8/7/2017	Aclara Technologies LLC
UNITED STATES	77/132,848	3/16/2007	3,673,468	8/25/2009	PROASYS	009	REGISTERED	RENEWAL	8/25/2019	Aclara Technologies LLC
UNITED STATES	77/114,565	2/23/2007	3,513,250	10/7/2008	REVENUE VISION	009	REGISTERED	RENEWAL	10/7/2018	Aclara Technologies LLC
UNITED STATES	77/398,413	2/15/2008	3,706,107	11/3/2009	soft square design 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	77/398,418	2/15/2008	3,706,108	11/3/2009	soft square design 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	74/323,086	10/19/1992	1,845,065	7/12/1994	STAR	009	REGISTERED	RENEWAL	7/12/2024	Aclara Technologies LLC
CANADA	1262050	6/21/2005	TMA673,185	9/22/2006	STAR	00	REGISTERED	RENEWAL	9/22/2021	Aclara RF Systems Inc.
UNITED STATES	86/728,487	8/18/2015			SYNERGIZE	042	ALLOWED	FILE ITU EXTENSION OR STATEMENT OF USE	9/8/2016	Aclara Technologies LLC
UNITED STATES	76/352,739	12/27/2001	2,854,413	6/15/2004	TWACS and Design 	009	REGISTERED	RENEWAL	6/15/2024	Aclara Technologies LLC
UNITED STATES	73/104,864	10/29/1976	1,068,463	6/28/1977	TWACS	009	REGISTERED	RENEWAL	6/28/2017	Aclara Technologies LLC

UNITED STATES	77/012,899	10/3/2006	3,781,492	4/27/2010	UTILIWISE	009	REGISTERED	RENEWAL	4/27/2020	Metrum, LLC
UNITED STATES	78/379,552	3/5/2004	3,084,456	4/25/2006	WIRE VISION	042	REGISTERED	RENEWAL	6/25/2016	Aclara Technologies LLC
UNITED STATES	78/438,661	6/21/2004	3,027,379	12/13/2005	XTENSIBLE SOLUTIONS and Design <i>XTensible Solutions</i>	042	REGISTERED	RENEWAL	12/13/2025	XTENSIBLE SOLUTIONS, LLC

(b) ACLARA METERS LLC

ii. Trademarks

TRADEMARK	COUNTRY	APPLICATION NO	APPLICATION DATE	REGISTRATION DATE	REGISTRATION NO	CLASS	OWNER	CLASSES AND GOODS	NEXT RENEWAL DUE
FITZALL	China	3715797	15-Sep-03	14-May-05	3715797	9	General Electric Company	9 Meters for electrical utilities for revenues and related softwares.	12-May-25
FITZALL	Mexico	620944	25-Sep-03	26-Nov-03	815304	9	General Electric Company	9 Meters for electrical utilities for revenues and related softwares.	25-Sep-23
KV	Mexico	770828	9-Mar-06	27-Mar-06	925999	9	General Electric Company	9 Meters, electromechanical meters.	9-Mar-16
KV2C	Mexico	770830	9-Mar-06	28-Apr-06	932682	9	General Electric Company	9 Meters, electromechanical meters.	9-Mar-16

Trademark	Jurisdiction	Owner	Serial Number	Filing Date	Registration Number	Registration Date
SMART GRID SOLUTIONS	USA	Smart Grid Products, LLC DBA Smart Grid Solutions	85/723,010	09/07/2012	4,337,999	05/21/2013

TRADEMARK

REEL: 006264 FRAME: 0925

RECORDED: 02/02/2018